AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN

(Tract Map/Parcel Map/Plot Plan No. 36307-1)

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS ("Security Agreement") is made by and between CITY OF BEAUMONT ("CITY") and Tri Pointe Homes IE-SD, Inc. a California [if other state specify the state] [corporation] or [limited liability company] or [limited partnership] ("DEVELOPER").

RECITALS

- A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 36307-1, ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and
- B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and
- C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the acceptance of the DEVELOPER's offer of dedication and the approval of the Map for filing and recording as provided and required by law, the CITY and the DEVELOPER hereby agree as follows:

- 1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER's sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.
- <u>2.</u> <u>Inspection by the CITY.</u> The CITY shall inspect, at the DEVELOPER's sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

- <u>3.</u> <u>Compliance with Plans and Specifications.</u> The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.
- 4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.
- 5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.
- General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than \$2,000,000.00 per occurrence for all coverages and \$2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's

Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

- 7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for \$2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.
- 8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit or action is the result of the sole negligence or sole willful misconduct of the CITY.
- <u>9.</u> <u>Procedure for Release of Performance Bond Security.</u> The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:
 - a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of \$350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

- c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.
- d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.
- e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.
- 10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.
- Security for One-Year Warranty Period. DEVELOPER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done. furnished, installed, or constructed by DEVELOPER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, DEVELOPER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should DEVELOPER fail to act promptly or in accordance with this requirement, DEVELOPER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion. make the necessary repairs or replacement or perform the necessary work and DEVELOPER shall pay to CITY the cost of such repairs. If no claims have been made under the warranty bond during the warranty period, City shall release the warranty bond. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.
- <u>12.</u> <u>Binding Effect.</u> This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.
- 13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

- 14. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.
- 15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.
- 16. <u>Execution in Counterparts.</u> This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

Ву:
Mayor
Date:
DEVELOPER
By: MILL EN
Date; August 13, 2021
·

ACKNOWLEDGMENT

State of California County of Riverside)	
On August 17, 2021 before me,	Sonal Shah, Notary Public (insert name and title of the officer)
personally appearedMichael C. Taylor	
who proved to me on the basis of satisfactory evi-	dence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	e laws of the State of California that the foregoing
WITNESS my hand and official seal.	SONAL SHAH NOTARY PUBLIC - CALIFORNIA COMMISSION # 2216371 RIVERSIDE COUNTY My Comm. Exp. September 30, 2021
Signature Sonal Shaw	(Seal)

BOND NO.: PB03010407973

PREMIUM: \$1,427.00/PER ANNUM

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on AUGUST 10, 2020.-* *2021

1927	(Seal)
PHILADELPHIA INDEMNITY INSURANCE COMPANY	TRI POINTE HOMES IE-SD, INC.
SURETY	PRINCIPAL
By: Michelle Haase	By: Male C
Name: MICHELLE HAASE	Name: Michael C. Taylor
Title: ATTORNEY-IN-FACT	Title: Division President
Address: 800 E. COLORADO BLVD., 6TH FLOOR	By:
PASADENA, CA 91101	Name:
	Title:
	Address: 1250 Corona Pointe Court Suite 600
	Corona, CA 92879

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	}
County of Orange	_ }
OnAUG 1 0 2021 before me,	Janina Monroe, Notary Public
personally appeared	Michelle Haase
name(s) is/axx subscribed to the within ke/she/kney executed the same in kis/h	factory evidence to be the person(s) whose instrument and acknowledged to me that ner/their authorized capacity(ies); and that by nent the person(s), or the entity upon behalf of le instrument.
I certify under PENALTY OF PERJUR'the foregoing paragraph is true and co	Y under the laws of the State of California that
the loregoing paragraph is true and co	LANINA MONDOS
WITNESS my hand and official seal.	Notary Public - California Orange County Commission # 2244611
CHO V	My Comm. Expires Jun 25, 2022
Notary Public Signature (N	lotary Public Sea
ADDITIONAL OPTIONAL INFORMAT	INSTRUCTIONS FOR COMPLETING THIS FORM
DESCRIPTION OF THE ATTACHED DOCUMENT	This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
(Title or description of attached document)	State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
(Title or description of attached document continued)	Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
Number of Pages Document Date	The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of
CAPACITY CLAIMED BY THE SIGNER	notarization. • Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.
☐ Individual (s)	he/she/they, is /ere) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
☐ Corporate Officer	 The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a
(Title)	sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of
☐ Partner(s) ☑ Attorney-in-Fact	the county clerk. Additional information is not required but could help to ensure this
☐ Trustee(s)	acknowledgment is not misused or attached to a different document.
Other	 Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a
2015 Version www.NotaryClasses.com 800-873-9865	corporate officer, indicate the title (i.e. CEO, CFO, Secretary). Securely attach this document to the signed document with a staple.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27^{11} DAY OF OCTOBER, 2017.



(Seal)

Heemson

Robert D. O'Leary Jr., President & CEO Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

NOTARIAL SEAL Morgan Knapp. Notary Public Lower Merian Twp Montgomery County My Commission Expires Sept. 25, 2021	Notary Public:	Morgan Knopp
NEMIER PENNSYLVANIASSOCIATION OF HOTAGES	residing at:	Bala Cynwyd, PA
(Notary Seal)		
My	commission expires:	September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this ____

___day of _______ 1 0 2021 20_____.

1927

Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY

ACKNOWLEDGMENT

State of California County of Riverside	
On August 17, 2021 before me, So	onal Shah, Notary Public (insert name and title of the officer)
personally appeared Michael C. Taylor who proved to me on the basis of satisfactory evides subscribed to the within instrument and acknowled his/her/their authorized capacity(ies), and that by his person(s), or the entity upon behalf of which the person the cartify upder DENALTY OF DEPLICIPY upder the	ence to be the person(s) whose name(s) is/are ged to me that he/she/they executed the same in is/her/their signature(s) on the instrument the erson(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	laws of the State of California that the foregoing
WITNESS my hand and official seal.	SONAL SHAH NOTARY PUBLIC - CALIFORNIA COMMISSION # 2216371 RIVERSIDE COUNTY My Comm. Exp. September 30, 2021
SignatureSmal Shalu	(Seal)

BOND NO.: PB03010407973

PREMIUM: SEE PERFORMANCE BOND

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of	of the City of Beaumont, State of California, and
TRI POINTE HOMES IE-SD, INC.	(hereafter designated as "the Principal") have entered into
Agreement To Provide Security For Impr	rovements For Tract Map Or Parcel Map Or Plot Plan,
dated August 13 , 2021, where	by Principal agrees to install and complete certain designated
public improvements which is hereby incorpo	orated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of THREE*dollars (\$ ***), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

HUNDRED EIGHTY THOUSAND SIX HUNDRED TWENTY SEVEN AND NO/100 (*\$380,627.00)

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on AUGUST 10, 2020.**** ****2021

1927	(Seal)
PHILADELPHIA INDEMNITY INSURANCE COMPANY	TRI POINTE HOMES IE-SD, INC.
By: Michelle Haase	By: PRINCIPAL
Name: MICHELLE HAASE	Name: Michael C. Taylor
Title: ATTORNEY-IN-FACT	Title: <u>Division President</u>
Address: 800 E. COLORADO BLVD., 6TH FLOOR	By:
PASADENA, CA 91101	Name:
	Title:
	Address: 1250 Corona Pointe Court Suite 600
	Corona, CA 92879

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California	, }	
County of Orange	_ }	
OnAUG 1 0 2021 before me,	Janina Monroe, Notary Public	
personally appeared	Michelle Haase ,	
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that the/she/they executed the same in his/her/their authorized capacity(ins); and that by tois/her/thair signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.		
I certify under PENALTY OF PERJUR' the foregoing paragraph is true and co	Y under the laws of the State of California that rrect.	
WITNESS my hand and official seal. Notary Public Signature	JANINA MONROE Notary Public - California Orange County Commission # 2244611 My Comm. Expires Jun 25, 2022	
(•	The second secon	
DESCRIPTION OF THE ATTACHED DOCUMENT	INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.	
(Title or description of attached document)	State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.	
(Title or description of attached document continued)	 Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. 	
Number of Pages Document Date	 The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of 	
CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title) Partner(s) Attorney-in-Fact Trustee(s) Other	 Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they-, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of the county clerk. Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a 	
2015 Version www.NotaryClasses.com 800-873-9865	corporate officer, indicate the title (i.e. CEO, CFO, Secretary). • Securely attach this document to the signed document with a staple.	

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27^{TH} DAY OF OCTOBER, 2017.



(Seal)

Hoomson

Robert D. O'Leary Jr., President & CEO Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Morgan Knapp. Notary Public Lower Merian Twp Manigomery County	Notary Public:	Moreyan Knopp
My Commission Expires Sept. 25, 2021 MEMBER. PEYSTLYAMMASSOCIATION OF NO TARES (N. Textures F. Co. 1)	residing at:	Bala Cynwyd, PA
(Notary Seal) My	y commission expires:	September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this

_day AUG 1 0 2021₂₀____

1927

Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY

ACKNOWLEDGMENT

State of California County of Riverside	
On August 17, 2021 before me, S	onal Shah, Notary Public (insert name and title of the officer)
personally appeared Michael C. Taylor who proved to me on the basis of satisfactory evid subscribed to the within instrument and acknowled his/her/their authorized capacity(ies), and that by person(s), or the entity upon behalf of which the p	lence to be the person(s) whose name(s) is/are dged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	laws of the State of California that the foregoing
WITNESS my hand and official seal.	SONAL SHAH NOTARY PUBLIC - CALIFORNIA COMMISSION # 2216371 RIVERSIDE COUNTY My Comm. Exp. September 30, 2021
Signature Sonal Shah	(Seal)

NV5 Approved Padma Asam 06/24/2021 12:07:06 PM

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT CONSTRUCTION COST WORKSHEET

PROJECT NAME: Tract 36307 DATE:	7-1 Along Sheridan Way 2-Jun-21
PP, CUP NO.:	BY: Timothy M. Muli, Michael Baker International
IMPROVEMENTS	FAITHFUL PERFORMANCE 100% LABOR & MATERIALS SECURITY 100%
	Construction Costs)
Drainage	\$ 380,626.77
Sewer	
Total	\$ 380,626.77
Warranty Retension (22.5%)	\$ 85,641.02
Drainage Plan Check Fccs =	¢ 0774.00
Sewer Plan Check Fees =	\$ 8,274.50 \$
Street Inspection Fees =	\$ 13,239,19
Sewer Inspection Fees =	\$ 13,239.19
to construct the above project and the math	shown on attached sheets are accurate for the improvements required acmatical extensions using City's unit costs are accurate for
determining bonding, plan check and inspection. Above amounts do	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Above amounts doinclude addi	itional 20% for recordation prior to having signed plans itional 20% for recordation prior to having signed plans
Above amounts do not include addi	itional 20% for recordation prior to having signed plans
	6/4/202/
/ luti	6/4/2021 BER 12/31
Engineer's Signature	Dake
Timothy M. Muli	STATE OF CH
Name typed or printed	Civil Engineer's Stamp
FORM \$ UNIT COSTS REVISED	09/06
***** Quantities to be taken from improv	PLEASE READ INSTRUCTIONS BELOW***** vement plans, Unit costs to be as provided on "City of Beaumont
Improvement Requirement Works	heet".
 Show Bond Amounts to the neares 	st \$500

For construction items not covered by "City of Beaumont Improvement Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont Unit Costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

3.

6/2/2021

CITY OF BEAUMONT IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT:	Tract 36307-1 Along Sheridan Way	DATE:	6/2/2021

STORM DRAIN IMPROVEMENTS							
QTY.	UNIT	ITEM	UNIT COST A		A	AMOUNT	
7	EA	Construct Manhole No. 2 Per Riverside County Std. Dwg No. MH252	\$	4,000.00	\$	28,000	
2	EA	Construct Inlet Type X Per Riverside County Std. Dwg. No. CB108	\$	3,000.00	\$	6,000	
1,021	LF	Install 18" RCP OR CIPP (D-Load Per Profile)	\$	70.00	\$	71,456	
402	LF	Install 24" RCP OR CIPP (D-Load Per Profile)	\$	110.00	\$	44,224	
7	EA	Construct Catch Basin per RCFC&WCD Std. Dwg. No. CB100 (W&V per Plan)	\$	3,000.00	\$	21,000	
			Sub	ototal:	\$	170,680	
Λ.							

A. Subtotal <u>\$ 330,980</u>

B. Contingency (15%) \$ 49,647

C. Streets/Drainage Total (A + B) \$ 380,627

VICINITY MAP

CITY OF BEAUMONT, CALIFORNIA

Drainage Improvement Plans **TRACT 36307-1 ALONG** SHERIDAN WAY

Located Within a Portion of Section 6, Township

3 South, Range 1 West, S.B.M.

STORM DRAIN NOTES

- THE CONTRACTOR SHALL CONSTRUCT THE DRAINAGE IMPROVEMENT SHOWN ON THE DRAWINGS IN CONFORMANCE WITH THE REQUIREMENTS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DESIGN MANUAL STANDARD DRAWINGS, RECENT EDITION AND IN CONFORMANCE WITH THE REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN.
- 2. THE CONTRACTOR IS REQUIRED TO CONTACT ALL UTILITY AGENCIES REGARDING TEMPORARY SUPPORT AND SHORING REQUIREMENTS FOR THE VARIOUS UTILITIES SHOWN IN THE PLANS.
- CONSTRUCTION INSPECTION WILL BE PERFORMED BY CITY OF BEAUMONT. CONTACT (951) 769-8520. THE CITY MUST BE NOTIFIED ONE WEEK PRIOR TO CONSTRUCTION.
- 4. ALL STATIONING REFERS TO THE CENTERLINE STATIONING OF THE STREET UNLESS OTHERWISE
- 5. NOTIFY UNDERGROUND SERVICE ALERT AT 8-1-1 TWO DAYS PRIOR TO ANY EXCAVATIONS.
- 6. ALL CROSS SECTIONS ARE TAKEN LOOKING UPSTREAM.
- 7. ELEVATIONS AND LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE UNLESS OTHERWISE NOTED. ALL UTILITIES SHOWN ARE TO BE PROTECTED IN PLACE UNLESS OTHERWISE NOTED.
- OPENINGS RESULTING FROM THE CUTTING OR PARTIAL REMOVAL OF EXISTING CULVERTS, PIPES OR SIMILAR STRUCTURES TO BE ABANDONED SHALL BE SEALED WITH 6 INCHES OF CLASS "B" CONCRETE AS DEFINED IN RIVERSIDE COUNTY ORDINANCE NO. 461.
- 9. PIPE CONNECTED TO THE MAINLINE PIPE SHALL CONFORM TO JUNCTION STRUCTURE NO 4 (JS 229) UNLESS OTHERWISE NOTED.
- 10. PIPE BEDDING SHALL CONFORM TO RCTD.
- 11. "V" IS THE DEPTH OF INLET AT THE CATCH BASINS MEASURED FROM THE TOP OF THE CURB TO THE INVERT OF CONNECTOR PIPE.
- 12. ALL CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS AND OTHER EXISTING IMPROVEMENTS TO BE RECONSTRUCTED IN KIND PER LATEST COUNTY STANDARD AND AT THE SAME ELEVATION AND LOCATION AS THE EXISTING IMPROVEMENTS UNLESS OTHERWISE NOTED. FOR PAVEMENT OVERLAY, 0.10' MIN FOR FULL LANE WIDTH IS REQUIRED.
- 13. HYDRAULIC GRADE LINES SHOWN IN PROFILES ARE FOR 100 YEAR FREQUENCY FLOWS UNLESS OTHERWISE NOTED.
- 14. THE CONTRACTOR SHALL COMPLY WITH THE STATE AND LOCAL SAFETY CODES DURING THE PROGRESS OF WORK.
- 15. ALL PIPE LENGTHS ARE HORIZONTAL PROJECTIONS (NOT TRUE LENGTHS OF PIPE) AND ARE THE BASIS OF THE ESTIMATES OF QUANTITIES. THE CONTRACTOR SHALL DETERMINE THE TRUE QUANTITY OF PIPE REQUIRED FOR THIS PROJECT PRIOR TO PLACING THE ORDER.
- 16. ALL ELEVATIONS SHOWN ARE TO THE INVERTS OF PIPE, EXCEPT WHERE OTHERWISE NOTED.
- 17. AT THE DISCRETION OF THE ENGINEER AND THE CITY OF BEAUMONT, THE CONTRACTOR MAY BE
- 18. CONTRACTOR SHALL DISPOSE OF ALL EXCESS EXCAVATED MATERIAL AT AN APPROVED DISPOSAL

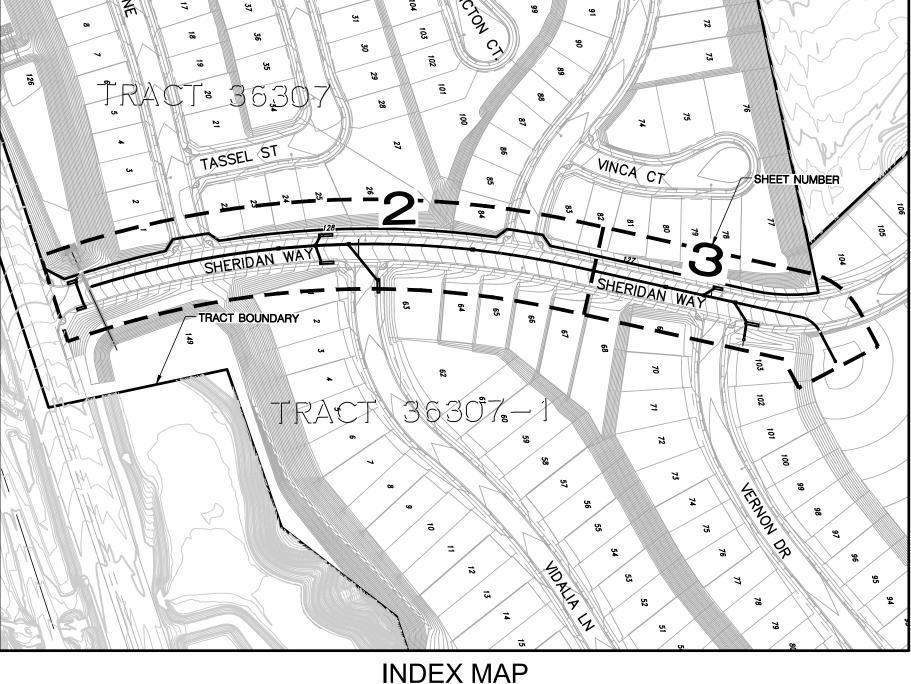
REQUIRED TO VERIFY, BY POTHOLING, THE LOCATION OF POTENTIALLY AFFECTED UTILITIES.

- 19. ALL BACKFILL AND BEDDING AROUND STRUCTURES AND PIPES STALL BE COMPACTED TO NOT LESS THAN 90 PERCENT RELATIVE COMPACTION EXCEPT WHERE SUCH MATERIAL IS PLACED UNDER EXISTING PAVED ROADWAYS, IN WHICH CASE THE TOP 3 FEET. MEASURED FROM THE FINISH PAVING, SHALL BE COMPACTED TO 95 PERCENT RELATIVE COMPACTION.
- 20. ALL SURVEY MONUMENTS SHALL BE REPLACED AS REQUIRED. MONUMENTS SHALL BE TIED OUT PRIOR TO CONSTRUCTION AND REPLACED UPON COMPLETION OF CONSTRUCTION.
- 21. DEVELOPER SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLANS, SPECIFICATIONS, AND STANDARDS. WHERE DEVIATIONS EXIST, DEVELOPER SHALL PROPOSE CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.

LEGEND RENFORCED CONCRETE PIPE CAST-IN-PLACE PIPE FLOW LINE FINISHED GRADE STORM DRAIN FINISHED SURFACE TOP OF CURB HIGH POINT LOW POINT GRADE BREAK — PCC POINT OF COMPOUND CURVATURE WATER SURFACE ELEVATION WSEL TOP TOP OF PIPE BOTTOM OF PIPE TOP OF MANHOLE TRANSITION STRUCTURE JUNCTION STRUCTURF EACH WAY EACH FACE PROP. STORM DRAIN ____ EX. WATER LINE EX. SEWER LINE ________ 79 LOT NUMBER PROPERTY LINE —— —P— —— RIGHT-OF-WAY CENTERLINE

FLOWLINE

SLOPE



150 75

PRIVATE ENGINEER NOTICE TO CONTRACTOR(S)

- 1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE. THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES
- 2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
- 3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION
- 4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

INDEX OF SHEETS					
SHEET	DESCRIPTION				
1	TITLE SHEET				
2	LINE B PLAN & PROFILE STA 10+00 TO STA 18+00, LAT B-1, LAT B-2				
3	LINE B PLAN & PROFILE STA 18+00 TO STA 22+22.67, LAT A-1				
4	LATERALS - LAT B-3, LAT B-4, LAT B-5				

CONSTRUCTION NOTES	QTY E UNIT	STIMATES QTY.
1 CONSTRUCT MANHOLE NO. 2 PER RIVERSIDE COUNTY STD DWG NO. MH252	EA	7
2 INSTALL 18" RCP OR CIPP STORM DRAIN (D-LOAD PER PROFILE)	LF	1021.0
3 INSTALL 24" RCP OR CIPP STORM DRAIN (D-LOAD PER PROFILE)	LF	402.0
4 CONSTRUCT 36" INLET TYPE X PER RCFC&WCD STD DWG NO. CB108	LF	2
5 CONSTRUCT CATCH BASIN PER RCFC&WCD STD. DWG. NO. CB100 (W & V PER PLAN)	EA	7

OWNER/APPLICANT

TRI POINTE HOMES 1250 CORONA POINTE CT, STE 600 CORONA, CA 92879 (951) 539-5294

LEGAL DESCRIPTION

BEING A SUBDIVISION OF REMAINDER LOT OF TRACT NO. 31288 ON FILE IN BOOK 431, PAGES 89 THROUGH 103, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M., TOGETHER WITH A PORTION OF GOVERNMENT LOT 4 LOCATED IN SECTION 6, T. 3 S., R. 1 W., S.B.M.

APN NUMBER

400-020-025 & 400-020-040

NOTE

AS NOTE

MAY 202

- 1. APPROVAL OF THESE PLANS APPLIES ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT.
- 2. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED AND
- APPROVED BY THE PUBLIC WORKS DEPARTMENT. 3. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.

GENERAL NOTES

A. SUMMARY SHEET

- 1. THIS PLAN SUPERSEDES ALL OTHER PLANS PREVIOUSLY APPROVED BY THE CITY OF BEAUMONT REGARDING IMPROVEMENTS
- 2. APPROVAL OF THIS PLAN DOES NOT LESSEN OR WAIVE ANY PORTION OF THE BEAUMONT MUNICIPAL CODE, RESOLUTION OF CONDITIONAL APPROVAL, CITY STANDARDS OR OTHER ADDITIONAL DOCUMENTS LISTED HEREIN AS THEY MAY PERTAIN TO THIS PROJECT. THE ENGINEER IN RESPONSIBLE CHARGE SHALL REVISE THESE PLANS WHEN NON-CONFORMANCE IS
- 3. CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER OR ENGINEER— OF—WORK FROM RESPONSIBILITY FOR THE CORRECTION OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. ALL PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.
- 4. A RIGHT-OF-WAY PERMIT FROM THE BUILDING & SAFETY DEPARTMENT WILL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT OF WAY. PRIOR TO PERMIT ISSUANCE, A CERTIFICATE OF INSURANCE MUST BE FILED NAMING THE CITY OF BEAUMONT AS AN ADDITIONAL INSURED ON THE PERMITTEE'S POLICY IN THE MINIMUM AMOUNT OF \$1,000,000.00 FOR EACH OCCURRENCE OF LIABILITY. THE INSURANCE COMPANY WRITING THE POLICY MUST HAVE A RATING OF "A-" OR BETTER AND A SIZE CATEGORY OF CLASS VII OR BETTER AS ESTABLISHED BY "BESTS" KEY RATING GUIDE.
- 5. NO WORK SHALL BE COMMENCED UNTIL ALL PERMITS HAVE BEEN OBTAINED FROM THE CITY AND OTHER APPROPRIATE
- 6. REVISION OF THESE PLANS MAY BE REQUIRED IF THE PROPOSED IMPROVEMENTS ARE NOT CONSTRUCTED PRIOR TO THE DEADLINE DATE OF THE IMPROVEMENT AGREEMENT.
- 7. NO REVISIONS WILL BE MADE TO THESE PLANS WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER, NOTED WITHIN THE REVISION BLOCK, ON THE APPROPRIATE SHEET OF THE PLANS AND TITLE SHEET
- ORIGINAL DRAWINGS SHALL BECOME THE PROPERTY OF THE CITY UPON BEING SIGNED BY THE CITY ENGINEER. THE ORIGINAL DRAWING SHALL BE REVISED TO REFLECT AS-BUILT CONDITIONS BY THE ENGINEER-OF-WORK PRIOR TO FINAL ACCEPTANCE OF THE WORK BY THE CITY.
- 10. ACCESS FOR FIRE AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED TO THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
- 11. WHERE TRENCHES ARE WITHIN CITY EASEMENTS, A SOILS REPORT COMPRISED OF:
- 3. LABORATORY WORK SHEETS C. COMPACTION CURVES, SHALL BE SUBMITTED BY A PROFESSIONAL ENGINEER OF THE STATE OF CALIFORNIA, PRINCIPALLY DOING BUSINESS IN THE FIELD OF APPLIED SOILS MECHANICS. THE SOILS REPORT WILL BE SUBMITTED TO THE CITY ENGINEERING INSPECTOR WITHIN TWO WORKING DAYS OF COMPLETION OF FIELD TESTS. THE WRITTEN FIELD COMPACTION REPORT(S) SHALL BE IMMEDIATELY SUBMITTED TO THE CITY ENGINEERING INSPECTOR UPON COMPLETION OF THE FIELD
- 12. A PRECONSTRUCTION MEETING SHALL BE HELD AT THE SITE PRIOR TO THE BEGINNING OF WORK AND SHALL BE ATTENDED BY ALL REPRESENTATIVES RESPONSIBLE FOR CONSTRUCTION, INSPECTION, SUPERVISION, TESTING AND ALL OTHER ASPECTS OF THE WORK. THE CONTRACTOR SHALL SCHEDULE THE MEETING BY CALLING THE INSPECTION LINE AT (951) 572-3224 AT LEAST FIVE (5) WORKING DAYS PRIOR TO STARTING CONSTRUCTION. APPROVED DRAWINGS MUST BE AVAILABLE PRIOR TO SCHEDULING.
- 13. ALL INSPECTION REQUESTS OTHER THAN FOR THE PRECONSTRUCTION MEETING WILL BE MADE BY CALLING THE BUILDING AND SAFETY INSPECTION REQUEST LINE AT (951) 572-3224. INSPECTION REQUESTS MUST BE RECEIVED PRIOR TO 2:00 P.M. ON THE DAY BEFORE THE INSPECTION IS NEEDED. INSPECTIONS WILL BE MADE THE NEXT WORK DAY UNLESS YOU REQUEST OTHERWISE. REQUESTS MADE AFTER 2:00 P.M. WILL BE SCHEDULED FOR TWO FULL WORK DAYS LATER.
- 14. THE OWNER AND/OR APPLICANT THROUGH THE DEVELOPER AND/OR CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
- 15. THE CONTRACTOR SHALL CONFORM TO LABOR CODE SECTION 6705 BY SUBMITTING A DETAIL PLAN TO THE CITY ENGINEER AND/OR CONCERNED AGENCY SHOWING THE DESIGN OF SHORING, BRACING SLOPE OR OTHER PROVISIONS TO BE MADE OF WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND DURING THE EXCAVATION OF SUCH TRENCH OR TRENCHES OR DURING THE PIPE INSTALLATION THEREIN. THIS PLAN MUST BE PREPARED FOR ALL TRENCHES FIVE FEET (5') OR MORE IN DEPTH AND APPROVED BY THE CITY ENGINEER AND/OR CONCERNED AGENCY PRIOR TO EXCAVATION. IF THE PLAN VARIES FROM THE SHORING SYSTEM STANDARDS ESTABLISHED BY THE CONSTRUCTION SAFETY ORDERS, TITLE 8 CALIFORNIA ADMINISTRATIVE CODE, THE PLAN SHALL BE PREPARED BY A REGISTERED ENGINEER AT THE CONTRACTORS EXPENSE. A COPY OF THE OSHA EXCAVATION PERMIT MUST BE SUBMITTED TO THE INSPECTOR PRIOR TO EXCAVATION.
- 16. IF ANY ARCHAEOLOGICAL RESOURCES ARE DISCOVERED WITHIN ANY WORK ZONE DURING CONSTRUCTION, OPERATIONS WILL CEASE IMMEDIATELY, AND THE PERMITTEE WILL NOTIFY THE CITY ENGINEER. OPERATIONS WILL NOT RESTART UNTIL THE PERMITTEE HAS RECEIVED WRITTEN AUTHORITY FROM THE CITY ENGINEER TO DO SO.
- 17. ALL OPERATIONS CONDUCTED ON THE SITE OR ADJACENT THERETO SHALL ADHERE TO THE NOISE ORDINANCE SET FORTH BY THE CITY MUNICIPAL CODE. ALL OPERATIONS SHALL BE LIMITED BY THE NOISE ORDINANCE TO THE LEVEL OF DECIBELS SPECIFIED FOR THE AREA AND TIME PERIOD. CONSTRUCTION ACTIVITIES WILL BE LIMITED TO THE PERIOD BETWEEN 7:00 A.M. AND 6:00 P.M. EACH DAY MONDAY THROUGH FRIDAY, UNLESS OTHERWISE PERMITTED.
- 18. ALL OFF—SITE HAUL ROUTES SHALL BE SUBMITTED BY THE CONTRACTOR TO THE CITY ENGINEER FOR APPROVAL TWO FULL WORKING DAYS PRIOR TO BEGINNING OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEBRIS OR DAMAGE OCCURRING ALONG THE HAUL ROUTE OR ADJACENT STREETS AS A RESULT OF THE GRADING OPERATION.
- 19. NO BLASTING SHALL BE COMMENCED WITHOUT A CITY ENGINEER APPROVED BLASTING PROGRAM AND BLASTING PERMIT
- 20. THE EXISTENCE AND LOCATION OF UTILITY STRUCTURES AND FACILITIES SHOWN ON THE CONSTRUCTION PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. ATTENTION IS CALLED TO THE POSSIBLE EXISTENCE OF OTHER UTILITY FACILITIES OR STRUCTURES NOT SHOWN OR IN A LOCATION DIFFERENT FROM THAT SHOWN ON THE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND ANY OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.
- 21. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES (ABOVEGROUND AND UNDERGROUND) WITHIN THE PROJECT SITE SUFFICIENTLY AHEAD OF THE CONSTRUCTION TO PERMIT THE REVISIONS OF THE CONSTRUCTION PLANS IF IT IS FOUND THAT THE ACTUAL LOCATIONS ARE IN CONFLICT WITH THE PROPOSED WORK.
- 22. THE CONTRACTOR SHALL NOTIFY AFFECTED UTILITY COMPANIES (SEE BELOW) AT LEAST TWO FULL WORKING DAYS PRIOR TO STARTING CONSTRUCTION NEAR THEIR FACILITIES AND SHALL COORDINATE WORK WITH A COMPANY REPRESENTATIVE. UNDERGROUND SERVICE ALERT
 - SOUTHERN CALIFORNIA EDISON (800) 409-2365(800) 892-0123 (760) 340-2225
 - TIME WARNER CABLI COX COMMUNICATIONS
- 23. IN ACCORDANCE THE CITY STORM WATER STANDARDS ALL STORM DRAIN INLETS CONSTRUCTED BY THIS PLAN SHALL INCLUDE STENCILS" BE ADDED TO PROHIBIT WASTE DISCHARGE DOWNSTREAM. STENCILS SHALL BE ADDED TO THE SATISFACTION OF

DECLARATION OF ENGINEER OF RECORD

HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

DATE: 6-18-2021 LÍCENSE No. <u>C72992</u> EXP. <u>12-31-2022</u>

WDID # 833C392309

ALL ELEVATIONS ARE ABBREVIATED AND DO NOT

THE PRIVATE ENGINEER SIGNING THESE PLANS IS

APPROVAL OR DURING CONSTRUCTION. THE PRIVATE

ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING

AN ACCEPTABLE SOLUTION AND REVISING THE PLANS

RESPONSIBLE FOR ASSURING THE ACCURACY AND

ACCEPTABILITY OF THE DESIGN HEREON. IN THE

EVENT OF DISCREPANCIES ARISING AFTER CITY

OBTAIN ACTUAL ELEVATION.

FOR APPROVED BY THE CITY.

HAS BEEN ISSUED.

REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO

WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT

> Call 2 Working Days Before You Dig!

BENCHMARK: CITY OF BEAUMON DESCRIPTION: ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 BASED LOCALLY UPON THE FOLLOWING CITY OF BEAUMONT BENCH MARKS: 2602.810 2606.040 BM_14 2590.840

BASIS OF BEARINGS:

BEARINGS AND COORDINATES AS SHOWN HEREON

RE IN TERMS OF THE CALIORNIA COORDINATE

SYSTEM OF 1983 (EPOCH 2004.00), ZONE 6;

BASED LOCALLY UPON THE FOLLOWING CSRC

STATIONS AS PUBLISHED BY THE CSRC:

CRFP N2322764.069 E6304246.059

CTMS N2352688.681 E6525221.205

MATH N2347786.009 E6271429.242

PIN1 N2392853.393 E6271429.242

Palm Desert, CA 92211 MBAKERINTL.COM INTERNATIONAL 6/18/2021 BY MARK DESCRIPTION MØTHY MATU MULI .C.E. 72992 * EXP. 12/31/2022 **FNGINFFR** REVISIONS

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION

PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY

FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF

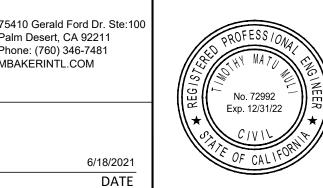
ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT

BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGGREES TO DEFEND,

INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED,

IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM

THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL



THE ENGINEER PREPARING THESE PLANS WILL NOT BE

CHANGES TO OR USES OF THESE PLANS. ALL CHANGES

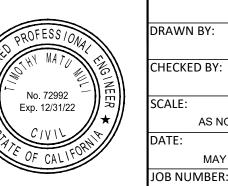
RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED

TO THE PLANS MUST BE IN WRITING & MUST BE

APPROVED BY THE PREPARER OF THESE PLANS.

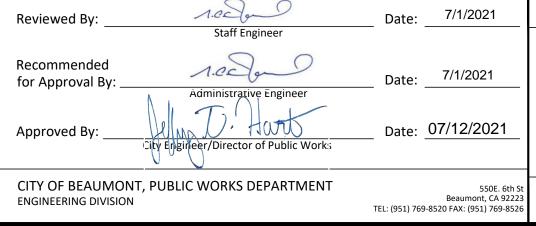
UNAUTHORIZED CHANGES & USES:

DATE









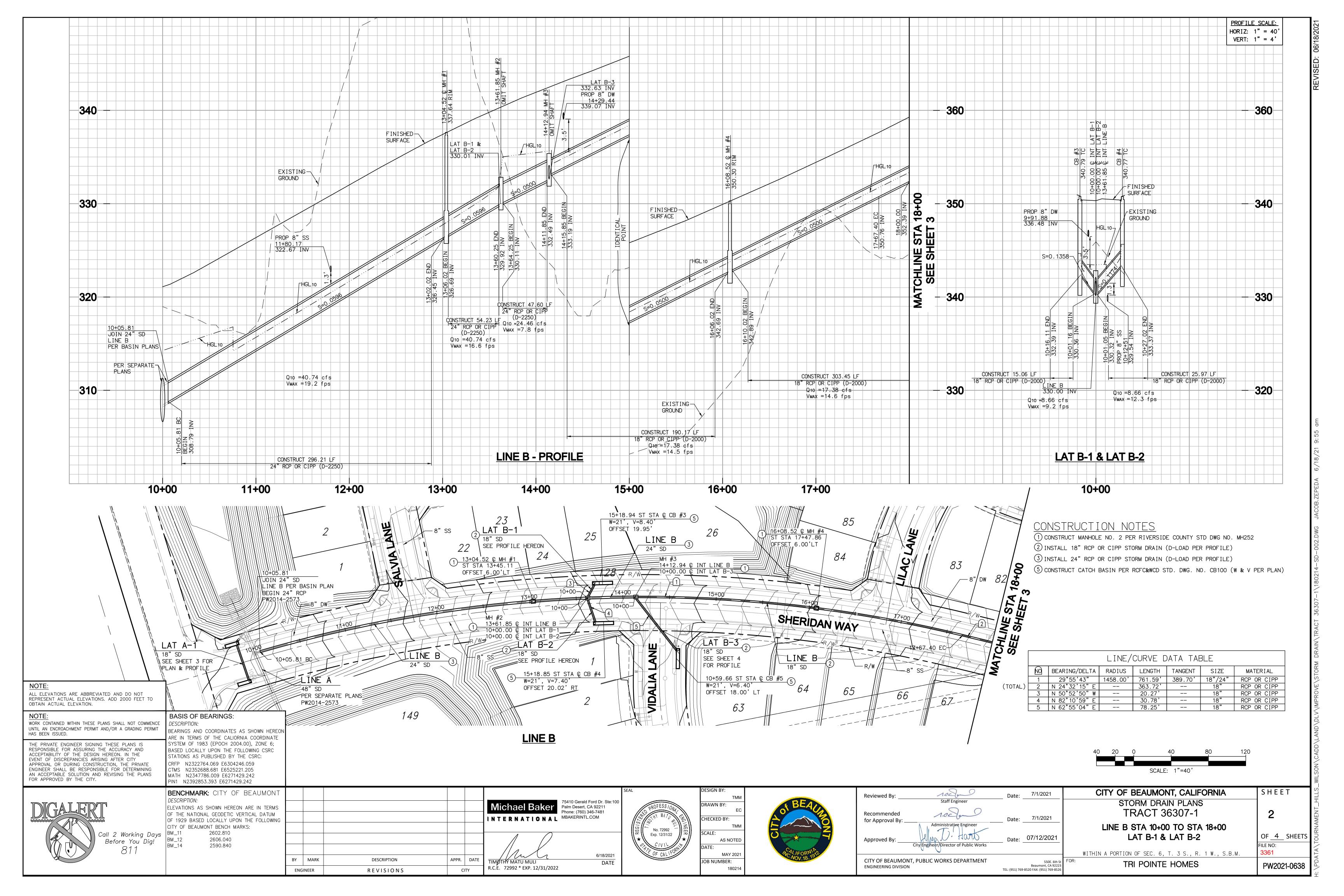
CITY OF BEAUMONT, CALIFORNIA WITHIN A PORTION OF SEC. 6, T. 3 S., R. 1 W., S.B.M.

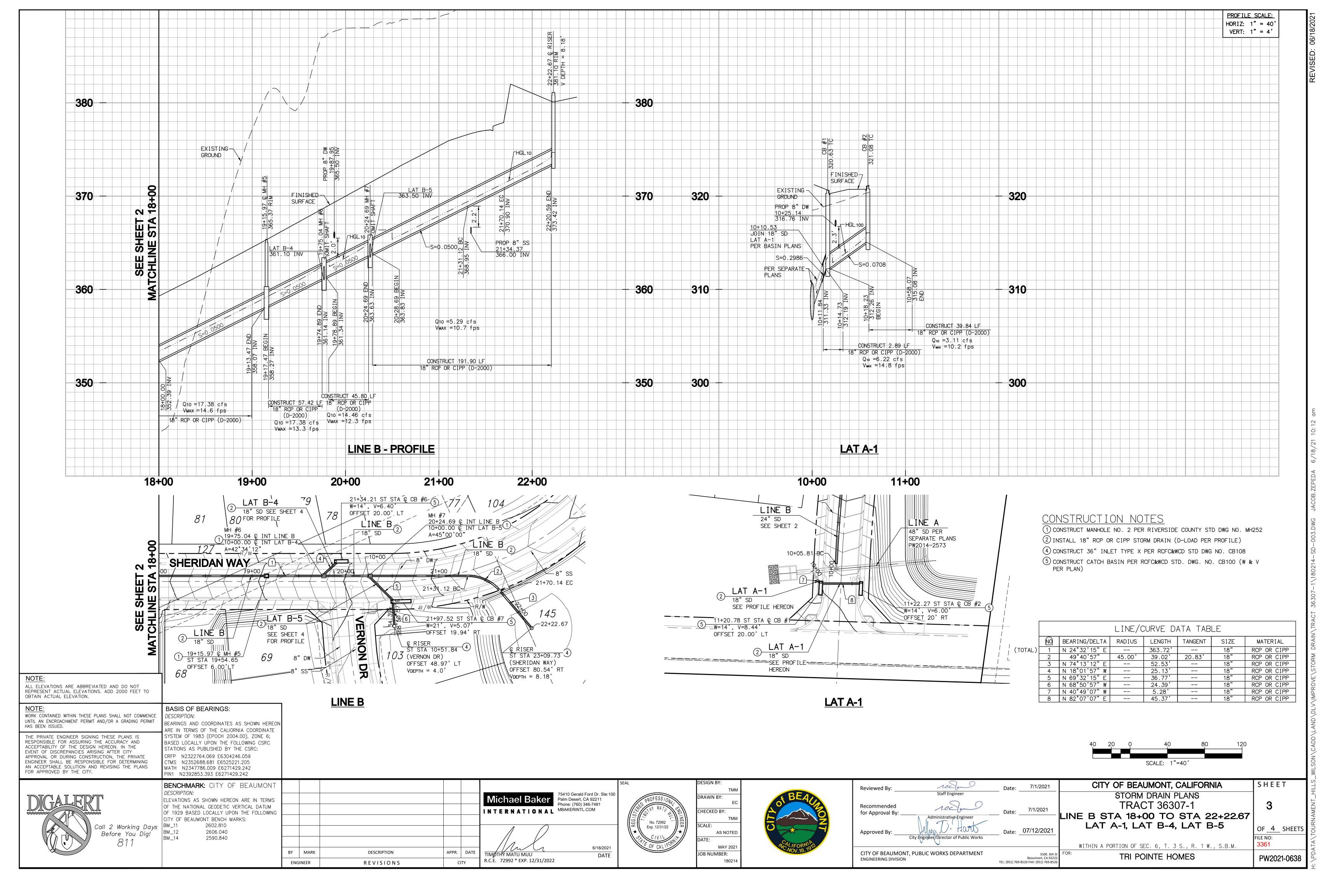
STORM DRAIN PLANS TRACT 36307-1 TITLE SHEET

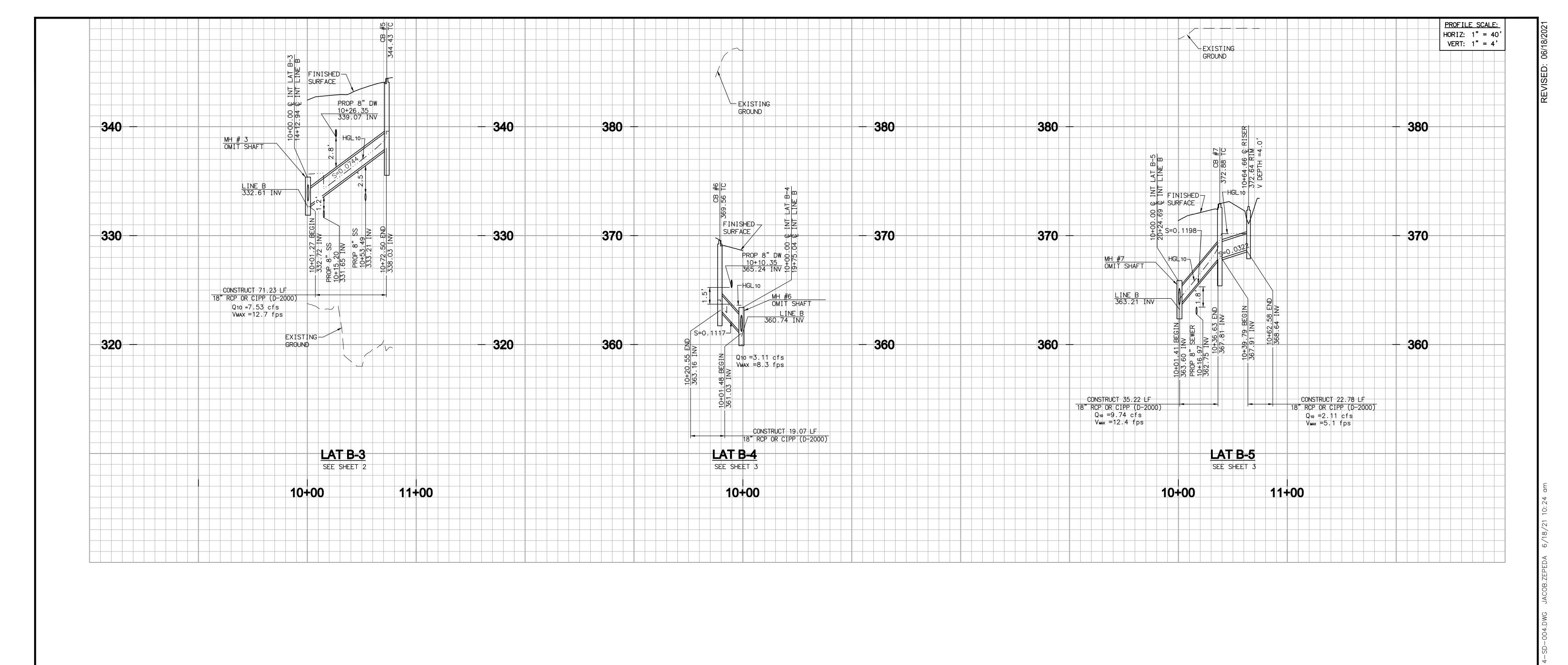
OF 4 SHEETS

SHEET

TRI POINTE HOMES PW2021-0638







ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.

WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVED BY THE CITY. BASIS OF BEARINGS:

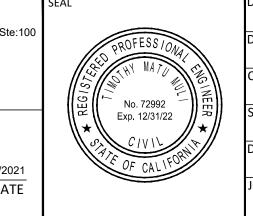
ARE IN TERMS OF THE CALIORNIA COORDINATE SYSTEM OF 1983 (EPOCH 2004.00), ZONE 6; BASED LOCALLY UPON THE FOLLOWING CSRC STATIONS AS PUBLISHED BY THE CSRC: CRFP N2322764.069 E6304246.059 CTMS N2352688.681 E6525221.205 MATH N2347786.009 E6271429.242

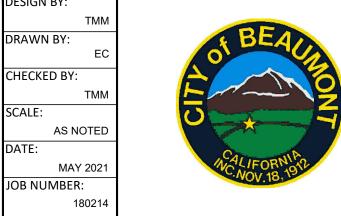
BEARINGS AND COORDINATES AS SHOWN HEREON

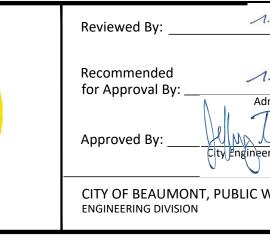
PIN1 N2392853.393 E6271429.242 BENCHMARK: CITY OF BEAUMONT DESCRIPTION: ELEVATIONS AS SHOWN HEREON ARE IN TERMS

OF THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 BASED LOCALLY UPON THE FOLLOWING CITY OF BEAUMONT BENCH MARKS: Call 2 Working Days BM_11 2602.810 Before You Dig! BM_12
BM_14 2606.040 2590.840

					Michael Baker	75410 Gerald Ford Dr. Ste Palm Desert, CA 92211 Phone: (760) 346-7481
					INTERNATIONAL	MBAKERINTL.COM
ВҮ	MARK	DESCRIPTION	APPR.	DATE	TIMØTHY MATU MULI	6/18/202 DAT
ENG	INEER	R E V I S I O N S	С	ITY	R.C.É. 72992 * EXP. 12/31/2022	







viewed By:	Staff Engineer	Date:	-
commended Approval By: _	Administrative Engineer	Date:	-
proved By:	City Engineer/Director of Public Works	Date: 07/12/2021	_
TY OF BEAUMOI	NT, PUBLIC WORKS DEPARTMENT N	550E. 6th Beaumont, CA 922 TEL: (951) 769-8520 FAX: (951) 769-85	23

CITY OF BEAUMONT, CALIFORNIA STORM DRAIN PLANS TRACT 36307-1

LATERALS - LAT B-3, LAT B-4, LAT B-5

WITHIN A PORTION OF SEC. 6, T. 3 S., R. 1 W., S.B.M. TRI POINTE HOMES

3361 PW2021-0638

SHEET

OF 4 SHEETS